

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 044-211-002
044-241-002

AGREEMENT FOR MITIGATIONS FOR LOT LINE ADJUSTMENT COAL 08-0145

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and between KERRY MORMANN, hereinafter referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is record owner of certain real property (hereinafter referred to as "Owner's Property") located in the unincorporated area of the County of San Luis Obispo, described in Exhibit "A" attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, Owner has filed an application and a lot line adjustment map requesting approval of Lot Line Adjustment COAL 08-0145; and

1/14 Lot Line Adjustment (Mormann)

WHEREAS, the California Environmental Quality Act (hereinafter referred to as "CEQA") is applicable to all discretionary projects including approval of lot line adjustments; and

WHEREAS, the initial study conducted by the County's Environmental Coordinator in accordance with CEQA identified some potentially significant effects from the project; and

WHEREAS, Owner's lot line adjustment qualified for a proposed negative declaration from the County's Environmental Coordinator based upon the agreement of the Owner to revise his project in order to mitigate the effects of the project to a point where no significant effects would occur; and

WHEREAS, in order to complete the lot line adjustment, Owner has prepared and submitted for approval by County a parcel map or certificates of compliance for each of the parcels being created by approval of said lot line adjustment; and

WHEREAS, as agreed to by Owner and as a condition of approval of said lot line adjustment and as a condition precedent to the approval of said parcel map or certificates of compliance by County, Owner is required to enter into an agreement with the County to mitigate the effects of the project to a point where clearly no significant effects would occur; and

WHEREAS, by the execution of this agreement by Owner and County, and the subsequent performance of the obligations of this agreement by Owner and his successors in interest, Owner will have satisfied the requirements of condition 13 of the conditions of approval of the lot line adjustment; and

WHEREAS, prior to execution of this Agreement, Owner has supplied County with a current preliminary title report listing all trust deed beneficiaries and mortgagees under prior recorded deeds of trust and mortgages on Owner's Property, which report shows no trust deed beneficiaries or mortgagees as of the date of this Agreement;

NOW, THEREFORE, in consideration of County approval of a parcel map or certificates of compliance to complete and finalize the above lot line adjustment and the benefits conferred thereby on Owner and Owner's Property, and in further consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. Restrictions and mitigations. In order to mitigate the potentially significant effects identified in the initial study for the project, Owner agrees to each of the following restrictions and mitigations; where County approval is required, such approval shall come from the Department of Planning and Building. Where evidence of compliance is required, such evidence shall be in writing and submitted to the Department of Planning and Building. All Sections referenced below are to the County Code unless otherwise indicated.

(a) Aesthetics/Visual Impacts and Mitigations

(1) VS-1 - **Exterior Lighting Plan.** At the time of application for construction permits, the Owner shall submit to the Department of Planning and Building an exterior lighting plan which meets the following requirements. The plan shall include the height, location, and intensity of all exterior lighting. All lighting fixtures shall be shielded so that neither the lamp nor the related reflector interior surface is visible from the train tracks, Highway 227 and Price Canyon.

All lighting poles, fixtures, and hoods shall be dark colored. This plan shall be implemented prior to final inspection or any occupancy, whichever occurs first. Security lighting shall be shielded so as not to create glare when viewed from train tracks, Highway 227 and Price Canyon.

(2) **VS-2 – Screening of Water Tanks.** At the time of application for construction permits, the Owner shall clearly delineate on the project plans the location and visual treatment of any new water tank(s). All water tanks shall be located in the least visually prominent location feasible when viewed from the train tracks. Screening with topographic features, existing vegetation or existing structures shall be used as feasible. If the tank(s) cannot be fully screened with existing elements, then the tank(s) shall be a neutral or dark, non-contrasting color, and landscape screening shall be provided. The Owner shall provide evidence that the proposed tank(s) are as low profile as is possible, given the site conditions. Landscape material must be shown to do well in existing soils and conditions, be fast-growing, evergreen and drought tolerant. Shape and size of landscape material shall be in scale with proposed tank(s) and surrounding native vegetation. Plans shall show how plants will be watered and what watering schedule will be applied to ensure successful and vigorous growth.

(3) **VS-3 - Building Envelopes.** At the time of application for construction permits, the Owner shall clearly delineate the building envelopes on the project plans. All new development (e.g. residences, detached garages, guest houses, and sheds) shall be located within the building envelopes.

(4) **VS-4 – Landscape Plans.** At the time of application for construction permits, the Owner shall submit landscape plans to the Department

of Planning and Building for review and approval in consultation with the Environmental Coordinator. The landscape plan shall provide vegetation that will adequately screen the new development, including outbuildings, when viewed from the train tracks, and specifically water tanks as provided in VS-2.

(b) Biological

(1) **BIO-1 – Waters of the U.S.** Prior to issuance of construction permit or grading permit, if access or work is slated to occur within 300 feet) drainages or wetland features, the Owner shall conduct a jurisdictional delineation of the waters of the United States (U.S.) and State of California to determine the nature and extent of Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB) and California Department of Fish and Wildlife (CDFW) jurisdiction on site. The Owner is responsible for obtaining all necessary regulatory permits from these agencies. This assessment shall be conducted and needed permits obtained, and both provided to the County, prior to the County issuing a grading or development permit.

(2) **BIO-2 – Nesting Birds.** To protect sensitive bird species and those species protected by the Migratory Bird Treaty Act and/or the Fish and Wildlife Code, the Owners shall avoid vegetation clearing and earth disturbance during the typical nesting season (February 15 – August 31). If avoiding construction during this season is not feasible, a qualified biologist shall survey the area one week prior to activity beginning on the site. If nesting birds are located, they shall be avoided until they have successfully fledged. A buffer zone of 50 feet will be placed around the nests for all non-sensitive bird species, a 500-foot buffer zone

for raptor nests, and all activity will remain outside of that buffer zone until a County- approved biologist has determined that the young have fledged. If special-status bird species are located, no work will begin until an appropriate buffer is determined by consultation with the County, the local California Department of Fish and Wildlife biologist, and/or the U. S. Fish and Wildlife Service.

(3) **BIO-3 – Nesting Birds.** Prior to issuance of construction and/or grading permits, the Owner shall clearly show all occupied nests on project plans, and these nests shall be mapped using GIS or survey equipment. The mapped locations shall be placed on a copy of the grading plans and all other applicable construction documents with a 50-foot buffer indicated. The buffer zone shall be delineated on the ground with orange construction fencing where it overlaps work areas.

(4) **BIO-4 – Oak Trees** Prior to issuance of construction and/or grading permits, the Owner shall clearly show all oak trees within 50 feet of grading activities on the grading plans. No oak trees shall be impacted or removed. As used here, "oak tree" includes any oak which has a trunk greater than 5 inches in diameter. Oak trees within 50 feet of grading activities shall be fenced and flagged for protection prior to permit issuance. Fencing shall be clearly shown on the grading plans to be located at the root zone for trees.

(5) **BIO-5 – Sensitive Plants.** Prior to issuance of construction and/or grading permits, the Owner shall retain a County-approved biologist to review final plans to ensure that the proposed project avoids impacts to sensitive plants.

(6) **BIO-6 – CRLF:** Prior to the issuance of construction and/or grading permits, the Owner shall contact the U.S. Fish and Wildlife Service for direction on potential impacts to CRLF. If such impacts occur, after a design has been developed and approved by the U.S. Fish and Wildlife Service, written confirmation of this correspondence and any requirements shall be provided to the County Department of Planning and Building.

(7) **BIO-7 – CRLF.** Prior to issuance of construction and/or grading plans, in order to avoid potential impacts to certain species, the Owner shall have a County-approved biologist conduct pre-construction surveys for California red-legged frog (CRLF), northern Pacific pond turtle, and two striped garter snake shall be conducted to determine their presence/absence in the project area. A minimum of one survey the night before construction and one survey the morning of construction shall occur.

(8) **BIO-8 – Bats.** If removal of oak trees cannot be avoided, bat boxes shall be installed near the locations where tree removal is to occur to encourage the bats to roost in the boxes rather than in the trees. These boxes should be species specific, mimic a tree hollow or crevice, and should be installed at a height that is appropriate and equipped with anti-predator measures (metal spikes on top). The boxes shall be installed 30 days prior to oak tree removals.

(9) **BIO-9 – American Badgers.** Prior to issuance of construction permits or grading plans, if development is to occur in grassland habitat, approximately two weeks prior to initiation of ground-disturbing activities, the Owner shall conducted a survey for American badger burrows shall be

conducted within the disturbance footprint and a 100-foot buffer by a County-approved biologist.

a. American badger dens found within the survey area shall be monitored to assess the presence of badgers. All of the following work shall be conducted by a County-approved biologist.

i. The inactive badger dens shall be collapsed by hand with a shovel once the biologist has deemed appropriate, to prevent badgers from re-using them during construction.

ii. Active badger dens shall be avoided during the breeding season (March 1 through June 30) and a minimum buffer of 50 feet shall be demarcated by temporary fencing. This fencing shall be installed in a manner to permit movement of badgers in and out of the buffer zones. iii. Prior to grading activities occurring outside of the breeding season, badgers may be discouraged from using currently active dens within the development footprint by partially blocking the entrance (incrementally) of the den with sticks, debris and soil for 3 to 5 days.

(c) Hazards and Hazardous Materials

(1) **HAZ-1 – Abandoned Wells.** Prior to issuance of grading and/or construction permits, the Owner shall contact the State Department of Conservation, Division of Oil, Gas, and Geothermal Resources (Ross Brunetti at 805-937-7246 or rbrunett@consvr.ca.gov) to determine if the proposed development on its property is to be located over or in the proximity of a

previously plugged and abandoned well. The Owner shall submit written proof to the Department of Planning and Building of the above required information for review and approval. There is the possibility that the well may need to be plugged and abandoned to current Division specifications. Public Resources Code Section 3208.1 Public Resources Code authorizes the State and Oil and Gas Supervisor to order the re-abandonment of any previously abandoned well when construction of any structure over or in the proximity of a well could result in a hazard. Therefore, the Owner of the property on which the well is located shall pay for the cost of re-abandonment operation. Furthermore, if any abandoned or unrecorded wells are uncovered or damaged during exaction or grading, remedial operations may be required as required by that law and accompanying regulations and/or County standards.

(d) Water/Drainage

(1) W-1 - At the time of application for construction permits, the Owner shall show written evidence to the Department of Planning and Building that two (2) of the following storm water runoff reduction measures. Such measures include but not limited to:

- a. Rain gardens;
- b. Porous paving system;
- c. Vegetative swales;
- d. Pavement disconnection or;
- e. Other, as approved by the County Planning Department in consultation with Public Works.

These measures shall be implemented prior to final inspection or occupancy, whichever occurs first.

(2) **W-3 - Building Elevations.** Prior to issuance of construction permits, the Owner shall show the location of the approved building envelope on the construction plans.

(3) **W-4 - Flood Hazard Notice.** At the request of the Department of Planning and Building, the Owner shall show evidence of written notification to prospective buyers that the site is located in the Flood Hazard combining designation. The purpose of this designation is to:

1. To encourage land development that is designed to minimize adverse effects on drainage ways and watercourses.
2. To avoid damage to property improvements through flood inundation; destruction of natural resources; loss of water retention facilities, open space and wildlife habitats; and impairment of public and private water supplies.
3. To encourage a coordinated land and water management program which will support nonstructural land uses in flood-prone areas.
4. To support location of permanent structures and other artificial obstructions to not adversely restrict water flow.

(e) Mineral Extractive Areas

(1) **ME-1- Notice to Buyers re EX Combining Designation.** At the request of the Department of Planning and Building, the Owner shall show evidence of written notification to prospective buyers that the site is located in the

Energy Extractive Resource Area (EX) combining designation and that any future development shall be required to meet the finding requirements for Energy Extractive Resource Area (EX) combining designation (Section 22.14.040.B.3.). Approval of any use other than energy production or resource extraction may be granted when the finding is made that the proposed use will not adversely affect the continuing operation or expansion of the energy or extraction use. The Inland Framework for Planning states that the purpose of the EX designation is to:

1. To identify areas where mineral or petroleum extraction occurs, is proposed to occur, or where petroleum or mineral reserves of statewide significance exist, as defined by the State Geologist.
2. To protect existing extraction areas so that land uses incompatible with continuing extraction activities will not be developed on adjacent properties.
3. To protect existing energy production areas and regional production facilities so that incompatible uses will not be developed on adjacent properties such that the energy production facilities may become dangerous or detrimental to public health and safety.
4. To protect energy production areas from encroaching urban development or other incompatible land uses that may hinder their continued operation.

(2) **ME-2 – Notice to Buyers re Energy Operations.** Upon request of the Department of Planning and Building, the Owner shall show written evidence of notification to prospective buyers per Section 22.14.040 any proposed land uses not directly related to energy or extraction operations are subject to Minor

Use Permit approval, unless the project would be otherwise be required to have a Conditional Use Permit. For proposed land uses other than resource extraction, the permit application shall include a mineral resource report prepared by a geologist or mining engineer that evaluates:

1. The estimated extent and commercial value of any mineral resources located on the site or known to be within the vicinity of the proposed uses;
2. The feasibility of extracting the identified mineral resources within a reasonable time before development of the proposed use;
3. The feasibility of conducting resource extraction operations at the same time as the proposed use.

(3) **ME-3 – Notice to Buyers re Oil and Gas.** Upon request of the Department of Planning and Building, the Owner shall show written evidence of notification to prospective buyers that the subject property is also subject to an oil and gas lease known as the Morehouse Lease. The Morehouse Lease was first leased by Plains Exploration and Production Company by PXP's interest in September 17, 1947. Effective September 1, 1986, the Morehouse Lease became a part of Price Canyon Unit Agreement, by execution of the agreement by Kerry Mormann's predecessor in interest, which has been filed for record in the County of San Luis Obispo. The Lot Line Adjustment is subject to both the Lease terms and the terms of the Price Canyon Unit Agreement. PXP is the current Operator of the Arroyo Grande Field within which the Lease and Unit are located and has rights and responsibilities of the Operator for the said Lease, Unit and Field (Letter dated May 13, 2013, PXP).

(f) Noise

(1) Noise -1. Notice to Buyers. Upon request of the Department of

Planning and Building, the Owners shall show written evidence of notification to prospective buyers that per the Noise Element, Policy 3.3.4 that any new development of noise-sensitive land uses shall not be permitted where the noise level due to existing stationary noise sources will exceed the noise level standards of Table 3-2, unless effective noise mitigation measures have been incorporated into the design of the development to reduce noise exposure to or below such levels.

2. Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code §2782, Owner shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs and expenses (including attorney's fees and costs of litigation), of every nature arising out of the performance or nonperformance of any of the provisions hereof, or in any way arising out of this Agreement, caused in whole or in part by any act or omission of the Owner or of agents, employees, or independent contractors directly responsible to the Owner, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

3. Binding on successors in interest. This Agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof

shall be deemed to incorporate by reference, and be subject to, each of the provisions of this Agreement.

4. Effect of waiver. County's waiver of breach of any term, covenant, or provision of this agreement, shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

5. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either for specific performance, to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

6. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created thereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

7. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties declare that they intend for the remainder of the provisions hereof to remain in full force and effect and they shall remain in full force and affect and shall in no way be affected, impaired, or invalidated thereby.

8. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director

of Planning and Building, County of San Luis Obispo, County Government Center,
Room 300, San Luis Obispo, California 93408. Notices required to be given to the
Owner shall be addressed as follows: 977 Via Rosita Santa Barbara CA 93110;
provided, however, that any party may change such address by notice in writing to the
other party and thereafter notices shall be addressed and transmitted to the new
address.

9. Owner not agent of County. Neither Owner nor any of Owner's agents or
contractors are or shall be considered to be agents of County in connection with the
performance of Owner's obligations under this Agreement.

10. Entire agreement and modifications. This Agreement sets forth the full and
entire understanding of the parties regarding the matter set forth herein, and any other
prior or existing understandings or agreements by the parties, whether formal or
informal, regarding such matters are hereby superseded or terminated in their entirety.
No changes, amendments, or alterations to the provisions of this Agreement shall be
effective unless in writing and executed by the parties hereto or their assigns and
successors in interest.

11. Agreement to be recorded. Owner and County intend and consent to the
recordation of this Agreement in the office of the County Recorder of the County of San
Luis Obispo, and such recordation of this Agreement shall serve as constructive notice
of the obligations contained herein to be performed by the Owner and the successors in
interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
the day and year first above written.

OWNER

Kerry Mormann
KERRY MORMANN

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Rita Neal
Deputy County Counsel

Dated: 7/28/14

APPROVED AS TO CONTENT:

JAMES A. BERGMAN
Director of Planning and Building

By: Kami Griffin
KAMI GRIFFIN, ASSISTANT DIRECTOR
Dated: 7.21.14

LEGAL DESCRIPTION APPROVED AS TO FORM:

DOUGLAS A. RION
County Surveyor

By: Douglas A. Rion

Dated: 7/24/2014

[NOTE: This Agreement for Mitigations will be recorded. All signatures to this agreement must be acknowledged by a notary.]

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WITNESS my hand and official seal.

By: _____
Deputy County Clerk-Recorder

[SEAL]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa BarbaraOn 7/17/14 before me, Trisha Kenney, Notary Public
(Here insert name and title of the officer)personally appeared Kerry Mann

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

EXHIBIT A

PARCEL 1:

Legal Description

That portion of Lot 61 of the Subdivision of Parts of the Ranchos Corral de Piedra, Pismo and Bolsa de Chamisal, subdivided by Jas. T. Stratton, C.E., September, 1873, in Book A, Page 65 of Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California described as follows;

Beginning at Stake 193 of the Subdivision of said Rancho, according to said map; and running thence along the Northwesterly boundary of said Lot 61; thence

- 1) North 49° 30' East 369.60' (5.60 chains) to the southerly line of the right-of-way of the former Pacific Coast Railway Company, said point being witnessed by a 2 ½" pipe with cap stamped "A O" as shown on Record of Survey filed in Book 15 at page 14; thence
- 2) South 53° 15' East, along said southerly right-of-way, 165.00 feet (2.50 chains) to a point witnessed by a 2 ½" brass cap "RCE 6923" as shown on said Record of Survey; thence
- 3) South 67° East, continuing along said southerly right-of-way, 231.00 feet (3.50 chains) to a point witnessed by a 2 ½" brass cap "RCE 6923" as shown on said Record of Survey; thence
- 4) South 68° 30' East, continuing along said southerly right-of-way, 598.01 feet; thence
- 5) Leaving said southerly right-of-way South 36° 46' 57" West 514.13 feet; thence
- 6) South 59° 49' 20" West 504.54 feet to a 2" iron pipe "AO PC 373" at the Northerly corner of Lot 59 of the Oak Park Tract (A MB 152); thence
- 7) South 47° 37' West along the northwest line of Lot 59 as shown on said Oak Park Tract a distance of 188.76 feet to a 2" iron pipe "AO PC 376"; thence
- 8) North 64° 15' West 1387.98 feet to a White Oak Tree on the Northeasterly boundary of Lot 60 of said Oak Park Tract, thence
- 9) Northerly along the line of said Oak Park Tract to the center of Corral de Piedra Creek, thence
- 10) Easterly up said creek to the Northerly line of Lot 61 of said Rancho Corral De Piedra, thence

- 11) Easterly along the Northeasterly line of said Lot 61 to post marked S. 193 and the Point of Beginning.

EXCEPTING THEREFROM any portion lying within the boundaries of the property conveyed to the Southern Pacific Railroad.

PARCEL 2:

Legal Description

That portion of Lot 61 of the Subdivision of Parts of the Ranchos Corral de Piedra, Pismo and Bolsa de Chamisal, subdivided by Jas. T. Stratton, C.E., September, 1873, in Book A, Page 65 of Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California described as follows;

Beginning at Stake 193 of the Subdivision of said Rancho, according to said map; and running thence along the Northwesterly boundary of said Lot 61; thence North 49° 30' East 369.60' (5.60 chains) to the southerly line of the right-of-way of the former Pacific Coast Railway Company, said point being witnessed by a 2 ½" capped pipe stamped "A O" as shown on Record of Survey filed in Book 15 at page 14; thence, continuing along said southerly right-of-way, South 53° 15' East 165.00 feet (2.50 chains) to a point witnessed by a 2 ½" brass cap "RCE 6923" as shown on said Record of Survey; thence, continuing along said southerly right-of-way, South 67° East continuing along said southerly right-of-way 231.00 feet (3.50 chains) to a point witnessed by a 2 ½" brass cap "RCE 6923" as shown on said Record of Survey; thence South 68° 30' East continuing along said southerly right-of-way 598.01 feet to the True Point of Beginning; thence leaving said southerly right-of-way

- 1) South 36° 46' 57" West 514.13 feet; thence
- 2) South 59° 49' 20" West 504.54 feet to a 2" iron pipe "AO PC 373" at the Northerly corner of Lot 59 of the Oak Park Track (A MB 152); thence
- 3) South 47° 37' West along the northwest line of Lot 59 as shown on said Oak Park Tract a distance of 188.76 feet to a 2" iron pipe "AO PC 376"; thence
- 4) South 48° West 207.24 feet to a 2" iron pipe "AO PC 377"; thence
- 5) South 16° 45' West 245.12 feet to a 2" iron pipe (no cap); thence
- 6) South 81° 35' East along the south line of property described in Certificate of Compliance Recorded as Document No. 2005-090324 a distance of 1188.21 feet to a point which lies North 81°35' West, 781.11 feet from a 2" iron pipe (no cap) on the East line of Land formerly owned by James O'Connor; thence

- 7) North 26° 49' 41" East a distance of 1276.35 feet, more or less, to a point on the southerly right-of-way of the former Pacific Coast Railway Company; thence
- 8) North 75° 15' West along said southerly right-of-way of the former Pacific Coast Railway Company a distance of 415.14 feet; thence
- 9) North 68° 30' West along said right-of-way a distance of 259.99 feet to the True Point of Beginning.

PARCEL 3:

Legal Description

That portion of Lot 61 of the Subdivision of Parts of the Ranchos Corral de Piedra, Pismo and Bolsa de Chamisal, subdivided by Jas. T. Stratton, C.E., September, 1873, in Book A, Page 65 of Maps, records of San Luis Obispo County, California described as follows;

Beginning at Stake 193 of the Subdivision of said Rancho, according to said map; and running thence along the Northwesterly boundary of said Lot 61; thence North 49° 30' East 369.60' (5.60 chains) to the former southerly line of the right-of-way of the former Pacific Coast Railway Company, said point being witnessed by a 2 ½" capped pipe stamped "A O" as shown on Record of Survey filed in Book 15 at page 14; thence South 53° 15' East continuing along said right-of-way 165.00 feet (2.50 chains) to a point witnessed by a 2 ½" brass cap "RCE 6923" as shown on said Record of Survey; thence South 67° East along said right-of-way 231.00 feet (3.50 chains) to a point witnessed by a 2 ½" brass cap "RCE 6923" as shown on said Record of Survey; thence South 68° 30' East along said right-of-way 858.00 feet to a 2 ½" brass cap "RCE 6923" as shown on said Record of Survey; thence South 75° 15' East along said right-of-way a distance of 415.14 feet to the True Point of Beginning; thence leaving said right-of-way

- 1) South 26° 49' 41" West 1276.35 feet, more or less, to a point on the south line of the property described in Certificate of Compliance recorded as Document No. 2005-090324 in the office of the County Recorder of said County, said point lying North 81° 35' West along the south line of property described in Certificate of Compliance Recorded as Document No. 2005-090324, a distance of 781.11 feet from a 2" iron pipe (no cap) which lies on the East line of Land formerly owned by James O'Connor; thence
- 2) South 81° 35' East 781.11 feet last said 2" iron pipe (no cap) which lies on the East line of Land formerly owned by James O'Connor; thence
- 3) North 37° East along said East line of Land formerly owned by James O'Connor to a 2" iron pipe "AO PC41 MCH (face of bluff marked "PC 31 MCH") being the

east corner of Lot 59; thence continuing

- 4) North 37° East along said East line of Land formerly owned by James O'Connor to a point witnessed by a 2-1/2" iron pipe "RCE 6923" on the East line of Land formerly owned by James O'Connor, being a point on the southerly right-of-way of the former Pacific Coast Railway Company; thence
- 5) North 67° West, along said southerly right-of-way, 178.20 (2.7 chains) to a point witnessed by a 2-1/2" iron pipe "RCE 6923"; thence
- 6) North 75° West, along said southerly right-of-way, 192.72 (2.92 chains) to a point witnessed by a 2-1/2" iron pipe "RCE 6923"; thence
- 7) North 77° 45' West, along said southerly right-of-way, 165.00 (2.5 chains) to a point witnessed by a 2-1/2" iron pipe "RCE 6923"; thence
- 8) North 75° 15' West 442.86 feet to the True Point of Beginning.